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40 Credit Union*

41 **UNITED STATES DISTRICT COURT
42 FOR THE DISTRICT OF NEVADA**

43 TONYA GUNTER, individually, and on behalf
44 of all others similarly situated,

45 Plaintiff,

46 v.

47 UNITED FEDERAL CREDIT UNION, DOES
48 1-5 inclusive and ROE CORPORATIONS 6-10
49 inclusive,

50 Defendants.

51 Case No.: 3:15-cv-00483-MMD-WGC

52 Judge Miranda M. Du

53 **STIPULATION AND [PROPOSED]
54 ORDER AMENDING EFFECTIVE
55 DATE OF SETTLEMENT
56 AGREEMENT**

1
2 **STIPULATION AND [PROPOSED] ORDER**
3 **AMENDING EFFECTIVE DATE OF SETTLEMENT AGREEMENT**

4 Plaintiff Tonya Gunter (“Gunter”) and Defendant United Federal Credit Union (“United”)
5 (United and Gunter are collectively referred to as “the Parties” by and through their respective
6 counsel of record, stipulate for the Court to enter an Order amending the Effective Date of the
7 Parties’ Settlement Agreement.

8 On February 5, 2019, the Parties’ entered into a Settlement Agreement and Release to
9 resolve the claims in this case. *See* ECF No. 134-6. In case of an objection (an objection was
10 filed but overruled), the Settlement Agreement defines the “Effective Date” as that date which is,
11 “**ninety (90) days** after entry of the Final Approval Order, if no appeals are taken from the Final
12 Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days
13 after an Appellate Court ruling affirming the Final Approval Order; or (3) Thirty (30) days after
14 entry of a dismissal of the appeal.” *Id.* at p. 3. (emphasis added).

15 On June 4, 2019, the Court entered an Order Granting Final Approval of Class Action
16 Settlement. ECF No. 148]. Pursuant to the Settlement Agreement, Defendant is required to make
17 payments to Class Members within ten (10) days of the Effective Date, *i.e.* on or before September
18 12, 2019. Defendant desires to make payment to Class Members prior to September 12, 2019,
19 The effect of this amendment is that Class Members will receive the settlement funds already
20 approved by this Court sixty days sooner, which is beneficial to Class Members.

21 Therefore, the Parties stipulate and agree to amend the definition of the term “Effective
22 Date” as used in the Settlement Agreement as the later of, “**thirty (30) days** after entry of the Final
23 Approval Order, in accordance with Section 8(d)(iv), if no appeals are taken from the Final
24 Approval Order; or (2) if appeals are taken from the Final Approval Order, then thirty (30) days
25 after an Appellate Court ruling affirming the Final Approval Order; or (3) Thirty (30) days after
26 entry of a dismissal of the appeal.” All other provisions of the Settlement Agreement shall remain
27 unchanged.
28

1
2 Agreed:

3 Dated: June 11, 2019

4 **MCCUNE WRIGHT AREVALO, LLP**

5 By: /s/ Richard D. McCune
6 Richard D. McCune

7 Attorneys for Plaintiff

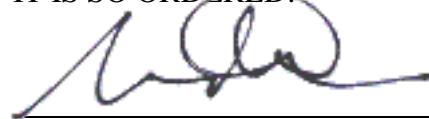
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10 Reno, Nevada, June 11, 2019

HOWARD & HOWARD ATTORNEYS, PLLC

By: /s/ Brandon J. Wilson
Brandon J. Wilson

Attorneys for Defendant

IT IS SO ORDERED:



MIRANDA M. DU
UNITED STATES DISTRICT JUDGE